

1 Article 20 - Grievance Procedure and Arbitration

2 20.1 Purpose. The parties encourage the informal resolution of grievances whenever possible.
3 The purpose of this procedure is to promote prompt and efficient resolution of grievances. This
4 procedure shall be the sole and exclusive method for resolving grievances.
5

6 20.2 Definitions. As used herein:

7 A. "Grievance" shall mean a dispute filed on the appropriate grievance form (attached to
8 this procedure) concerning the interpretation or application of a specific term or provision
9 of the Collective Bargaining Agreement, subject to those exclusions appearing in other
10 articles of the agreement. The parties agree that any grievance or any claim relating to an
11 individual's assignment will be handled in accordance with process outlined in Appendix
12 F and not under Article 20. The parties agree that counsels do not constitute disciplinary
13 action. Further, since the parties do not intend that this grievance procedure be a device
14 for appellate review, the University's response to a recommendation of a hearing officer
15 or other individual or group having appropriate jurisdiction in any other procedure shall
16 not be an act or omission giving rise to a grievance under this procedure.

17 B. "Grievant" shall mean UFF, a member of the bargaining unit, or group of members of
18 the bargaining unit who has/have filed a grievance in a dispute over a provision of the
19 Collective Bargaining Agreement. The UFF may file a grievance in a dispute over a
20 provision of this Agreement which confers rights upon the UFF. Where several
21 employees have essentially the same grievance, the parties may agree to consolidate the
22 grievances. Where the parties agree to consolidation one grievance form may be attached
23 bearing the signature of the grievants. A separate mutual agreement must be obtained to
24 maintain the grievances as consolidated at each step of the grievance and arbitration
25 process.

26 C. Grievance Form Requirements. Each grievance, request for review and notice of
27 arbitration must be submitted in writing on the appropriate grievance form (attached to
28 this procedure) and shall be signed by the grievant. If there is difficulty in meeting any
29 time limit, the UFF representative may sign such documents for the grievant; however,
30 grievant's signature shall be provided prior to the Step 2 meeting. All grievance forms
31 shall be dated when the grievance is received by the University. The grievance forms may
32 be filed by facsimile, United States mail, or any other recognized means of delivery,
33 excluding electronic mail.
34

35 20.3 Resort to Other Procedures. It is the intent of the parties to first provide a reasonable
36 opportunity for resolution of a dispute through the grievance procedure and arbitration process. If

37 prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance
38 proceeding is in progress, the grievant requests, in writing, resolution of the matter in any other
39 forum, whether administrative or judicial, the University shall have no obligation to entertain or
40 proceed further with the grievance under this grievance procedure. As an exception to this
41 provision, a grievant may file a federal EEOC charge while the grievance is in progress when
42 such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. section
43 2000e et seq.

44

45 20.4 Burden of Proof. In all grievances except disciplinary grievances, the burden of proof shall
46 be on the employee. In disciplinary grievances, the burden of proof shall be on the University.

47

48 20.5 Representation. The UFF shall have the exclusive right to represent any employee in a
49 grievance filed hereunder, unless an employee elects self-representation or to be represented by
50 legal counsel. If an employee elects not to be represented by the UFF, the University shall
51 promptly inform the UFF in writing of the grievance. No resolution of any individually
52 processed grievance shall be inconsistent with the terms of this Agreement and for this purpose
53 the UFF shall have the right to have an observer present at all meetings called for the purpose of
54 discussing such grievance and shall be sent copies of all decisions at the same time as they are
55 sent to other parties.

56

57 20.6 Identification of Grievance Representatives. UFF shall annually provide to the University a
58 list of all persons authorized to act as UFF grievance representatives and shall update the list as
59 needed.

60

61 20.7 Duties of Grievance Representatives and Grievant.

62 A. The UFF grievance representative shall have the responsibility to meet all classes,
63 office hours, and other duties and responsibilities incidental to the assigned workload.
64 Some of these activities are scheduled to be performed at particular times. Such
65 representative shall have the right during times outside of those hours scheduled for these
66 activities to investigate, consult, and prepare grievance presentations and attend grievance
67 hearings and meetings. Should any hearings or meetings necessitate rescheduling of
68 assigned duties, the representative may, with the approval of the appropriate
69 administrator, arrange for the rescheduling of such duties or their coverage by colleagues.
70 Such approval shall not be unreasonably withheld.

71 B. Prior to participation in any grievance proceedings, conferences, or meetings, the
72 grievant shall make arrangements acceptable to the appropriate supervisor for the
73 performance of the grievant's duties. Approval of such arrangements shall not be
74 unreasonably withheld. Time spent in such activities outside regular working hours shall
75 not be counted as time worked.

76 C. When an employee participates during working hours in an arbitration proceeding or
77 in a grievance meeting between the grievant or representative and the University, that
78 employee's compensation shall neither be reduced nor increased for time spent in those
79 activities.

80 81 20.8 Formal Grievance Procedure.

82 A. Filing.

83 (1). A grievance shall be filed with the designated university representative at Step
84 1 within thirty (30) days following the act or omission giving rise thereto, or the
85 date on which the grievant knew or reasonably should have known of such act or
86 omission if that date is later. The expiration of the thirty-day period shall be
87 evidenced by a receipt executed by the office receiving the grievance, or by the
88 date of mailing as determined by the postmark. The grievance may be amended
89 one time, prior to the Step 2 meeting.

90 (2). The filing of a grievance constitutes a waiver of any rights to judicial review
91 of agency action pursuant to Chapter 120, Florida Statutes, or to the review of
92 such actions under university procedures which may otherwise be available to
93 address such matters. This grievance procedure shall be the sole review
94 mechanism for resolving disputes regarding rights or benefits provided
95 exclusively by the Collective Bargaining Agreement. Only those acts or omissions
96 and sections of the Collective Bargaining Agreement identified at the initial filing
97 or as amended in one (1) above may be considered at subsequent steps.

98 (3). The grievant may seek redress of alleged salary discrimination by filing a
99 grievance under the provisions of this article. An act or omission giving rise to
100 such a grievance may be the employee's receipt (including the posting of an
101 employee's salary warrant or pay 'stub' in Oracle for those employees who receive
102 their pay by direct deposit) of the employee's salary warrant for the first full-pay
103 period in which the annual salary increases referenced in the article concerning
104 salary are reflected.

105 B. Time Limits. All time limits may be extended by mutual agreement of the parties.
106 Upon failure of the University to provide a decision within the time limits provided in

107 this Article, the grievant or the UFF, where appropriate, may appeal to the next step.
108 Upon the failure of the grievant or the UFF, where appropriate, to file an appeal within
109 the time limits provided in this Article, the grievance shall be deemed to have been
110 resolved by the decision at the prior step.

111 C. Step 1. All grievances shall be placed in informal resolution status for thirty (30) days
112 unless both the University and UFF agree otherwise. During the informal resolution
113 period efforts to resolve the grievance informally shall be made. Additional extensions
114 may be granted upon mutual agreement. Upon request of the grievant or grievant's
115 representative, the University representative shall, during the informal resolution
116 period(s), arrange an informal meeting between the appropriate administrator and the
117 grievant. The grievant shall have the right to representation by the UFF during attempts at
118 informal resolution of the grievance. If the grievance is not satisfactorily resolved during
119 the initial informal resolution period, the grievant may give written notice requesting Step
120 2 review within seven (7) days from the expiration of the initial Step 1 period. If the
121 grievant does not request a Step 2 review within seven (7) days from the expiration of the
122 initial informal resolution period or if any extension of that period expires without the
123 grievant filing a request for Step 2 review, the grievance shall be deemed informally
124 resolved to the grievant's satisfaction and need not be processed further. The expiration of
125 the seven (7) day period shall be evidenced by a receipt executed by the office receiving
126 the request for Step 2 review, or by the date of mailing as determined by the postmark.

127 D. Fact Finding. During the informal resolution period, the University representative
128 may, at their sole discretion, refer the grievance to a neutral factfinder for a review of
129 relevant evidence and preparation of a non-binding statement of facts. Neither a
130 determination of whether to refer the grievance to a neutral factfinder nor the factfinder's
131 performance of their duties under this section are grievable.

132 (1) Selection of factfinder: The factfinder must be mutually agreeable to the
133 [Union and the University](#) representative. The factfinder may not be external
134 and must be a current active employee of the University of South Florida. [The](#)
135 [factfinder will serve a term of up to one year, unless extended by mutual](#)
136 [agreement.](#)

137 (2) Process. The factfinder may review documentation submitted by the parties,
138 interview the parties and other individuals deemed likely to have relevant
139 information relating to the grievance, and consider other relevant information
140 as appropriate. Within thirty (30) days of selection, the factfinder will issue a
141 written statement of facts, which is non-binding but may be utilized by the
142 parties in furtherance of attempting to resolve the grievance during the informal
143 resolution period. The University representative may also rely on or refer to
144 the statement of facts at Step 2, if applicable.

145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179

E. Step 2.

(1). Meeting. The designated University representative and the grievant and/or the grievant's representative shall agree to meet within fifteen (15) days following receipt of the written notice requesting Step 2 review. At the Step 2 meeting, the grievant shall have the right to present any evidence in support of the grievance, and the grievant and/or the grievant's representative or the grievant's legal counsel (if selected pursuant to 20.5. Representation) and the designated university representative shall discuss the grievance.

(2). Decision. The designated University representative shall issue a written decision, stating the reasons therefore, to grievant's Step 2 representative within thirty (30) days following the conclusion of the meeting. The expiration of the thirty-day period shall be evidenced by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark. A copy of the decision shall be sent to the grievant, to the grievant's representative and to UFF if grievant elected self-representation or representation by legal counsel.

(3). Documents. All documents referred to in the Step 2 decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents. In advance of the Step 2 meeting, the grievant shall have the right, upon written request, to a copy of any identifiable documents relevant to the grievance.

20.9 Filings and Notification. All documents related to grievances required or permitted to be issued or filed may be transmitted by United States mail, email, or other recognized delivery service as described in Article 3.2C. In the event that any action falls due on a Saturday, Sunday, or holiday (as defined in this Agreement), the action will be considered timely if it is accomplished by 5:00 P.M. on the following business day.

20.10 Precedent. No complaint informally resolved, or grievance resolved at either Step 1 or 2, shall constitute a precedent for any purpose unless agreed to in writing by the President of the University and the UFF acting through its President or representative.

20.11 Processing.

A. The filing or pendency of any grievance or arbitration proceedings under this procedure shall not operate to impede, preclude, or delay the University from taking the

180 action complained of. Reasonable efforts, including the shortening of time limits when
181 practical, shall be made to conclude the processing of a grievance prior to the expiration
182 of the grievant's employment, whether by termination or non-reappointment. An
183 employee with a pending grievance will not continue to be compensated beyond the last
184 date of employment.

185 B. The University may refuse consideration of a grievance not filed or processed in
186 accordance with this procedure. 20.12 Reprisal. No reprisal of any kind will be made by
187 the University, or UFF against any grievant, any witness, any UFF representative, or any
188 other participant in the grievance procedure by reason of such participation.

189

190 20.13 Records. All written materials pertinent to a grievance shall be filed separately from the
191 evaluation file of the grievant or witnesses, except decisions resulting from arbitration or
192 settlement.

193

194

195 20.14 Non-Binding Mediation. At any point during the grievance process, the parties may elect,
196 by mutual written agreement, to participate in non-binding mediation concerning the grievance.
197 The parties may utilize the Federal Mediation and Conciliation Service (hereafter "FMCS"), but
198 it is not required. If the parties choose to participate in non-binding mediation through a mutual
199 written agreement, then the grievance timelines contained herein shall be suspended, pending the
200 outcome of mediation, from the date of the signed written agreement of the parties to pursue
201 non-binding mediation. Should mediation successfully resolve the grievance, where confirmed
202 by both parties in writing, the grievance shall be deemed closed. Should mediation not
203 successfully resolve the grievance, which shall be documented in writing by both parties, the
204 suspension of the timelines of the grievance shall be dissolved and the grievance process shall
205 proceed as detailed herein.